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3. In addition to the proceeds generated by Mr. Kinrys' fraudulent conduct, he earned legitimate income as an employee of Massachusetts General Hospital and elsewhere that is unconnected to the fraudulent conduct for which he was convicted.

4. The Preliminary Order states between January 2015 and October 2018 that Medicare and insurance companies paid Mr. Kinrys \$7,970,243 into a Bank of America account (ending -8804) held in the name of Gustavo Kinrys, Sole Proprietor, DBA Gustavo D. Kinrys MA. *See* Prelim. Order, at pp. 2. It further states that 70% of the deposits, \$5.6 million, were proceeds of the Mr. Kinrys' fraud. Accordingly, approximately \$2.3 million deposited into the account were non-proceeds earned through legitimate means or not traced to the fraudulent conduct committed by Mr. Kinrys.

5. The Preliminary Order states that the Bank of America account (ending -8804) funded \$1,375,559,80 of mortgage payments towards the Wellesley Home between February and July 2016. *See* Prelim. Order, at pp. 2.

6. The Preliminary Order states that the Bank of America account (ending -8804) funded \$2.1 million, directly or indirectly, towards the purchase of the Nantucket Home on March 30, 2018.

Purchase and Sale of Natick Home

7. In November 2009, Mrs. Cafasso and Mr. Kinrys purchased a home located at 2 Deepwoods Drive, Natick, MA 01760 ("Natick Home") for \$643,000 with a 20% downpayment of \$126,400.

8. The Natick Home was sold in December 2015 for \$680,000.

9. Upon information and belief, the net proceeds from the December 2015 sale of the Natick Home were applied to the mortgage for the Wellesley Home shortly thereafter.

Purchase and Payment History of the Wellesley Home

10. On February 27, 2015, Mrs. Cafasso and Mr. Kinrys purchased the Wellesley Home as tenants by the entirety, as provided by M.G.L. ch. 184 § 7. A copy of the deed for this property is attached as Exhibit A.

11. Irena Cafasso has an indivisible interest in the entire Wellesley Home, including a right of survivorship if she and Mr. Kinrys are both alive and married.

12. Irena Cafasso's interest vested when the Wellesley Home was purchased on February 27, 2015.

13. The Wellesley home was purchased for \$1,850,000.

14. A downpayment of approximately \$435,000 was applied towards the purchase and closing of the Wellesley Home with the balance secured by a Mortgage in the amount of \$1,415,000. A copy of the mortgage for this property is attached as Exhibit B.

15. Upon information and belief, (i) the downpayment was funded with legitimate monies unconnected to Mr. Kinrys' fraudulent conduct, (ii) the first year of mortgage payments between February 2015 to January 2016 were funded with legitimate monies unconnected to Mr. Kinrys' fraudulent conduct, and (iii) mortgage payments between August 2016 and March 2017 were funded with legitimate monies unconnected to Mr. Kinrys' fraudulent conduct.

16. In March 2017, the mortgage for the Wellesley Home was satisfied in full. A copy of the Discharge of Mortgage is attached as Exhibit C.

Purchase and Payment History of the Nantucket Home

17. On March 30, 2018, Mrs. Cafasso and Mr. Kinrys purchased the Nantucket Home as tenants by the entirety.

18. Irena Cafasso's interest in the Nantucket Home vested at the time of purchase.

19. The Nantucket Home was purchased for \$2.1 million through two transactions – (i) \$1,917,287 million from Mr. Kinrys’ Bank of America account (ending -8804) and (ii) \$200,000 from Mr. Kinrys’ personal Bank of America account (ending -5127) that was funded by a transfer from the account ending -8804.

20. On November 2, 2018, a quitclaim deed transferred the Nantucket Home to Mr. Kinrys personally.

21. On December 13, 2018, Mr. Kinrys executed a quitclaim deed that transferred the Nantucket Home to David S. Raymon and Irena Cafasso, Trustees of the Goose Cove Real Estate Trust, u/d/t dated December 13, 2018. A copy of the quitclaim deed is attached as Exhibit D.

22. On December 13, 2018, pursuant to The Goose Cover Real Estate Trust (“the Trust”), Irena Cafasso is a Trustee. She has a legal right, title, and irrevocable interest as a Beneficiary that permits but does not limit her (i) to use, occupy, and enjoy the Nantucket Home, (ii) to use any income generated for the maintenance and preservations of the Nantucket Home; and (iii) to receive the distribution from the Trust property upon its termination. A copy of the Trust document is attached as Exhibit E.

WHEREFORE, Irena Cafasso respectfully requests and petitions this Honorable Court for a hearing pursuant to 21 U.S.C. § 853 (n) and to amend its June 9, 2024 Preliminary Order of Forfeiture to fully recognize the right, title, and interest of Irean Cafasso in the two real properties located at (i) 2 Fuller Brook Road, Wellesley, MA 02482 (“Wellesley Home”), and (ii) 4 Goose Cove Way, Nantucket, MA 02554 (“Nantucket Home”), and such further and additional relief as this Honorable Court deems just and appropriate.

Respectfully submitted,
IRENA CAFASSO

By: /s/ Joseph B. Hernandez
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Dated: July 15, 2024

CERTIFICATE OF SERVICE

I hereby certify that this document filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non-participants on July 15, 2024.

/s/ Joseph B. Hernandez
Joseph B. Hernandez (BBO No. 704223)
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VERIFICATION

I, IRENA CAFASSO, affirm and swear under the pains of perjury that the forging are true and correct to the best of my knowledge and belief.



Irena Cafasso

Dated: July 15, 2024